

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SOFTRAX CORPORATION,)	
)	
Plaintiff,)	CASE 1:05-cv-11789-JLT
)	
v.)	
)	
PATRICK RASICOT,)	
Defendant.)	

PLAINTIFF'S INITIAL DISCLOSURES

Pursuant to Fed. R. Civ. P. 26(a)(1), plaintiff Softrax Corporation ("Softrax") makes the following initial disclosures:

A. Persons likely to have discoverable information that plaintiff may use to support its claims.

The following persons are likely to have discoverable information that Softrax may use to support its claims:

1. Robert D. O'Connor, Jr.
Softrax Corporation
45 Shawmut Road
Canton, MA 02021

Subjects: See affidavits dated July 29, 2005 and August 11, 2005.

2. Jake Fennessy
Softrax Corporation
45 Shawmut Road
Canton, MA 02021

Subjects: See affidavit dated August 1, 2005.

3. David Milligan
Softrax Corporation
45 Shawmut Road
Canton, MA 02021

Subjects: See affidavit dated August 1, 2005.

4. Gottfried Sehringer
Softrax Corporation
45 Shawmut Road
Canton, MA 02021

Subjects: *See* affidavit dated July 29, 2005.

5. Josh Roffman
Softrax Corporation
45 Shawmut Road
Canton, MA 02021

Subjects: *See* affidavit dated August 11, 2005.

6. Theodore Bardasz
Softrax Corporation
45 Shawmut Road
Canton, MA 02021

Subjects: Softrax product development and design.

7. Patrick Rasicot
250 Staple Road
Cumberland, RI

Subjects: Breach of non-competition agreement; employment by and contacts with NetSuite, Inc.; duties and responsibilities at Softrax and NetSuite.

8. Jim McGeever
c/o NetSuite Inc.
San Matteo, CA

Subjects: Admissions in affidavit dated August __, 2005.

9. Melissa Saunders
c/o NetSuite Inc.
San Matteo, CA

Subjects: Admissions in affidavit dated August __, 2005.

10. Mei Li
c/o Net Suite Inc.
San Matteo, CA

Subjects: Admissions in affidavit dated August 9, 2005; NetSuite's websites, press releases and other corporate communications.

B. Documents that plaintiff may use to support its claims.

The following categories of documents in the possession, custody or control of Softrax may be used by Softrax to support its claims:

1. Non-Competition, Non-Disclosure and Inventions Agreement dated March 13, 2000.
2. All documents attached to the Affidavits of Messrs. O'Connor, Fennessy, Milligan, Sehringer and Roffman.
3. NetSuite's web site and various iterations thereof.
4. Invoices and time records of Donnelly, Conroy & Gelhaar, LLP (to be redacted).

C. Plaintiff's Damages

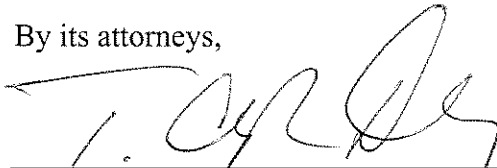
Plaintiff Softrax has obtained a preliminary injunction and seeks a permanent injunction. Plaintiff also seeks "all reasonable costs and expenses (including, without limitation, court costs and attorneys' fees) incurred by [Softrax] in connection with [its action to enforce the non-competition agreement]." *Non-Competition Agreement*, § 9. As attorneys' fees and expenses are continuing to accrue, Softrax is unable to compute the total amount sought. Through August 31, 2005, fees and expenses of Softrax's outside counsel, Donnelly, Conroy & Gelhaar, LLP, amount to approximately \$60,000. Softrax will supplement this disclosure, to the extent required by Rule 26(a).

D. Insurance

Not applicable.

SOFTRAX CORPORATION

By its attorneys,



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Dated: September 6, 2005